

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF LOUISVILLE GAS AND)
ELECTRIC COMPANY FOR AN ADJUSTMENT) CASE NO. 2014-00372
OF ITS ELECTRIC AND GAS RATES)

NOTICE OF FILING

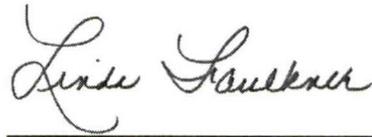
Notice is given to all parties that the following materials have been filed into the record of this proceeding:

- The digital video recording of the evidentiary hearing conducted on April 21, 2015 in this proceeding;
- Certification of the accuracy and correctness of the digital video recording;
- All exhibits introduced at the evidentiary hearing conducted on April 21, 2015 in this proceeding;
- A written log listing, *inter alia*, the date and time of where each witness' testimony begins and ends on the digital video recording of the evidentiary hearing conducted on April 21, 2015.

A copy of this Notice, the certification of the digital video record, hearing log, and exhibits have been electronically served upon all persons listed at the end of this Notice. Parties desiring an electronic copy of the digital video recording of the hearing in Windows Media format may download a copy at: http://psc.ky.gov/av_broadcast/2014-00371/2014-00371-and-00372_21Apr15_Inter.aspx. Parties wishing an annotated digital

video recording may submit a written request by electronic mail to pscfilings@ky.gov. A minimal fee will be assessed for a copy of this recording.

Done at Frankfort, Kentucky, this 23rd day of April 2015.

A handwritten signature in cursive script, reading "Linda Faulkner".

Linda Faulkner
Director, Filings Division
Public Service Commission of Kentucky

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES)
COMPANY FOR AN ADJUSTMENT OF ITS) CASE NO. 2014-00371
ELECTRIC RATES)

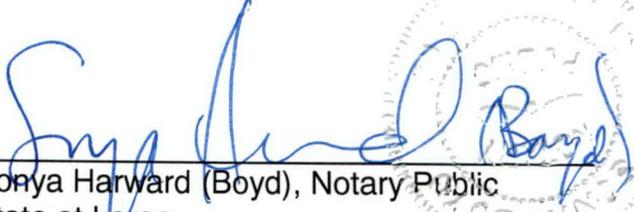
APPLICATION OF LOUISVILLE GAS AND)
ELECTRIC COMPANY FOR AN) CASE NO. 2014-00372
ADJUSTMENT OF ITS ELECTRIC AND GAS)
RATES)

CERTIFICATE

I, Sonya Harward, hereby certify that:

1. The attached DVD contains a digital recording of the Hearing conducted in the above-styled proceeding on April 21, 2015. Hearing Log, Exhibit, Exhibit List, and Witness List are included with the recording on April 21, 2015.
2. I am responsible for the preparation of the digital recording.
3. The digital recording accurately and correctly depicts the Hearing of April 21, 2015.
4. The "Exhibit List" attached to this Certificate correctly lists the Exhibit introduced at the Hearing of April 21, 2015.
5. The "Hearing Log" attached to this Certificate accurately and correctly states the events that occurred at the Hearing of April 21, 2015 and the time at which each occurred.

Given this 22nd day of April, 2015.


Sonya Harward (Boyd), Notary Public
State at Large
My commission expires: August 27, 2017



Session Report - Detail

2014-00371_2014-00372_21Apr2015

Kentucky Utilities Co. and Louisville Gas & Electric Co.

Date:	Type:	Location:	Department:
4/21/2015	General Rates	Public Service Commission	Hearing Room 1 (HR 1)

Judge: David Armstrong; Jim Gardner; Dan Logsdon

Witness: Kent Blake - KU/LG&E; Robert Conroy - KU/LG&E; John Malloy - KU/LG&E; David Sinclair - KU/LG&E; Edwin Staton - KU/LG&E; Paul Thompson - KU/LG&E

Clerk: Sonya Harward

Event Time	Log Event
9:45:30 AM	Session Started
9:45:33 AM	Session Paused
10:04:54 AM	Session Resumed
10:04:56 AM	Chariman Armstrong - Introduction of Commissioners Note: Harward, Sonya
	The Chairman introduces himself, Vice Chairman Jim Gardner, and Commisisoner Dan Logsdon.
10:05:19 AM	Introduces the Rate Cases - Case Nos. 2014-00371-KU and 2014-00372-LG&E
10:06:24 AM	Call for Public Comments
10:06:40 AM	Kelly Downard, Public Comment Note: Harward, Sonya
	Louisville Metro Councilman -- Makes comments concerning the problems he has with the cases being heard.
10:20:07 AM	Copy of Public Comments Note: Harward, Sonya
	Copy of the comments made by Kelly Downard.
10:21:49 AM	Nancy Givens - Public Comment Note: Harward, Sonya
	Member of the Kentucky Solar Energy Society, Louisville Sustainability Council, and works with a solar installation company. Made comments and is pleased with the settlement agreement.
10:26:26 AM	Introductions of Parties Note: Harward, Sonya
	Attys. Kendrick Riggs and Allyson Sturgeon (KU/LG&E); Atty. Joe Childers (Sierra Club); Attys. Gregory Dutton, Stephanie Kingsley, and Larry Cook (AG); Attys. Mike Kurtz, Jody Cohn, and David Boehm (KIUC); Attys. Richard Raff and Quang Nguyen (PSC); Atty. David Brown (Kroger Company); Atty. Derrick Williamson (Wal-Mart Stores); Atty. Matthew Malone (Kentucky School Boards Assoc.); Attys. David Barberie and Andrea Brown (Lex-Fayette Co. Urban County Gov.); Atty. Lisa Kilkelly (Assoc. of Comm. Ministries); Atty. Iris Skidmore (Comm. Action Council); and Atty. Tom Fitzgerald (Metro. Housing Coalition).
10:29:26 AM	Motions Pending - Atty. Riggs (KU/LG&E) Note: Harward, Sonya
	Motion for Deviation regarding publication of notice; Motion of Leave to File Settlement Agreement and Settlement Testimony.
10:30:19 AM	Atty. Dutton (AG) - Regarding Motion Note: Harward, Sonya
	The AG has a Motion pending regarding deviation from a requirment.
10:30:43 AM	Chairman Armstrong - Motions Approved
10:30:51 AM	Witness Kent Blake (KU/LG&E) takes the stand and is sworn in. Note: Harward, Sonya
	Chief Financial Officer of KU/LG&E

10:31:54 AM	Atty. Riggs - Comments about Settlement Agreement Note: Harward, Sonya	KIUC did not sign yesterday but will be submitting signature and that will be filed with the Commission. Dept. of Defense intervened to monitor and did not participate in case and have recieved copy of Settlement and have no objection to the Settlement (email regarding this will be filed with the Commission).
10:33:18 AM	Atty. Kurtz (KIUC) - Comment Regarding Settlement Agreement Note: Harward, Sonya	Explained that signature was not obtained yesterday simply so that attorneys could speak to their clients.
10:33:35 AM	Atty. Riggs Direct Exam of Witness Blake Note: Harward, Sonya	Confirmed that his previously filed testimony is still accurate.
10:35:09 AM	Atty. Riggs to Witness Blake Note: Harward, Sonya	Asks Witness to review the terms of the Settlement Agreement in these cases.
10:44:37 AM	Parties Waived Cross Examination	
10:44:58 AM	Atty. Raff (PSC) Cross Exam of Witness Blake - POST HEARING DATA REQUEST Note: Harward, Sonya	Provide Settlement Agreement Exhibits 1, 2, and 3 in electronic excel format.
10:45:39 AM	Atty. Raff to Witness Blake Note: Harward, Sonya	Referencing the Settlement Agreement, Exhibit 2, regarding the provision for no increase for LG&E electric customers, though zeros are not listed in all places regarding this.
10:47:30 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking Witness if his answer to Atty. Raff is shown in his Supplemental Testimony, p. 5, line 10.
10:49:23 AM	Atty. Raff to Witness Blake Note: Harward, Sonya	Referencing Witness's Supplemental Testimony, Exhibit 2, Witness begins explaining at column heading 'increase in average bill.'
10:50:27 AM	Atty. Raff to Witness Blake Note: Harward, Sonya	Asking about amount of revenue collected by the companies under their environmental surcharge and the impact of reducing the return on equity from 10.25 percent to 10 percent.
10:51:48 AM	Atty. Raff to Witness Blake - POST HEARING DATA REQUEST Note: Harward, Sonya	Asking for the total capital investment in the environmental surcharge rate base is for the companies. (Witness stated that he could provide this as a POST HEARING DATA REQUEST.)
10:52:55 AM	Atty. Raff to Witness Blake Note: Harward, Sonya	Compared with where the environmental capital investment level is today, does the Witness expect that there will be a fair amount of additional capital investment over the next 12+ months.
10:53:35 AM	Atty. Raff to Witness Blake Note: Harward, Sonya	Asking Witness about the status of the landfill project at the Trimble County Generating facility.
10:54:15 AM	Vice Chairman Gardner Cross Exam of Witness Blake Note: Harward, Sonya	Referencing Witness's Testimony, p. 3, lines 18-19, about substance not supporting a future case.
10:55:01 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about the ROE on DSM, and there being no change on the existing ROE or the kicker/incentives.
10:55:23 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about the Residential TOD Energy and Demand, concerning the change.
11:00:01 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about removal of the LEV tariffed rate for electric and hibrid vehicles and these customers being moved to the R-TOD rate.

11:00:52 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about customers who opt for the R-TOD demand, and if they will be supplied with demand meters and given a good explanation of how it works.
11:01:19 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking for clarification about going forward with the industrial study, and the interpretation of the statute.
11:03:28 AM	Commissioner Logsdon Cross Exam of Witness Blake Note: Harward, Sonya	Asking about executing off-system sales.
11:04:19 AM	Atty. Raff Additional Cross of Witness Blake Note: Harward, Sonya	Asking questions about the LG&E gas franchise fee.
11:07:46 AM	Vice Chairman Gardner Additional Cross of Witness Blake Note: Harward, Sonya	Asking about the Settlement Agreement, section 1.5, the Green River asset and amortization, regarding what the costs are expected to be.
11:09:25 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about two units receiving an extension until 2016 for MATS purposes.
11:10:00 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Referencing Settlement Agreement, section 1.6, asking Witness to explain the difference between expenses numbered 1 and 2.
11:12:54 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about the Curtailable Service Rider.
11:15:17 AM	Vice Chairman Gardner to Witness Blake Note: Harward, Sonya	Asking about the School's Demand-Side Management programs.
11:17:09 AM	Witness Blake is dismissed from the stand	
11:17:21 AM	Witness Paul Thompson (KU/LG&E) takes the stand and is sworn in.	
	Note: Harward, Sonya	Cheif Operating Officer for KU/LG&E
11:17:56 AM	Atty. Riggs Direct Exam of Witness Thompson Note: Harward, Sonya	Confirmed that his previously filed testimony is still accurate.
11:18:16 AM	Atty. Kurtz Cross Exam of Witness Thompson Note: Harward, Sonya	Asking about off-system sales credit.
11:19:57 AM	Atty. Kurtz to Witness Thompson Note: Harward, Sonya	Discussing the benefits of these cases on customers, such as getting a power plant.
11:21:06 AM	Atty. Kurtz to Witness Thompson Note: Harward, Sonya	Asking about today's price of natural gas and how much it will cost to produced electricity at the new power plant, Cane Run 7.
11:23:13 AM	Atty. Raff Cross Exam of Witness Thompson Note: Harward, Sonya	Asking for anticipated commercialization date for Cane Run 7.
11:24:10 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking if Cane Run 7 has been operational.
11:25:34 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking if the final cost will still be about \$20 M less than first projected cost.
11:25:54 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking for the status of the Trimble County landfill project.
11:26:58 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking about Case Nos. 2009-00197 and 2009-00198, which were for construction authority of the Trimble Co. landfill (Commission Orders dated Dec. 23, 2009) regarding combined costs of the landfill being \$70.6 M.
11:28:47 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking how many phases there are in construction of the Trimble County landfill and why its being constructed in phases.

11:31:22 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking about phase 1 being completed by 2017.
11:32:17 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking if material can be dumped at the landfill after Phase 1 is completed.
11:33:02 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Asking if the delay of completing Phase 1 has caused any problems and if it has caused the cost of the project to increase.
11:34:41 AM	Atty. Raff to Witness Thompson Note: Harward, Sonya	Based on the Orders in CNs 2009-00197 and 2009-00198, there is question of whether the Commission has granted permission for just Phase 1 or the entire project, and asking if the companies have an opinion of the interpretation of the Orders, and if the companies would be willing to file for the Commission to further review the project due to the delay of the project and the increase in cost.
11:36:16 AM	Vice Chairman Gardner Cross Exam of Witness Thompson Note: Harward, Sonya	Asking about gas transmission, regarding the supply being firm or interrupted.
11:37:55 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking about Trimble County 2 unit, regarding how it performed this winter.
11:39:33 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking for details about difference in SIP V5 since the changes and what is required as a result per the NERC regulations.
11:41:35 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking about the companies' metering policies.
11:43:06 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking for long-term plans with respect to metering.
11:46:18 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking about the Load-Control program, regarding how many customers there are in this program.
11:48:01 AM	Vice Chairman Gardner to Witness Thompson Note: Harward, Sonya	Asking about Brown 2 system and completion of the construction of this project.
11:48:47 AM	Witness Thompson dismissed from the stand.	
11:50:05 AM	Witness Robert Conroy (KU/LG&E) takes the stand and is sworn in. Note: Harward, Sonya	Director of Rates for KU/LG&E
11:50:32 AM	Atty. Riggs Direct Exam of Witness Conroy Note: Harward, Sonya	Confirmed that his previously filed testimony is still accurate.
11:51:00 AM	Atty. Nguyen (PSC) Cross Exam of Witness Conroy Note: Harward, Sonya	Referencing responses to Comm. Staff's Second Request (in the KU case file), Item 59, regarding expanded definitions to be provided to customers.
11:53:25 AM	Atty. Nguyen to Witness Conroy Note: Harward, Sonya	Referencing Witnesses Direct Testimony (in the KU case file), p. 7, regarding LEV tariff and transitioning customers to other tariffs.
11:55:02 AM	Atty. Nguyen to Witness Conroy Note: Harward, Sonya	Referencing responses to Comm. Staff's Second Request (in the KU case file), Item 56, regarding comparison of LEV customer revenues versus R-TOD revenues.
11:56:55 AM	Atty. Nguyen to Witness Conroy Note: Harward, Sonya	Asking how the rate change information will be explained to customers on the notices.

11:59:33 AM POST HEARING DATA REQUEST by Atty. Nguyen
Note: Harward, Sonya Provide supplemental responses by updating the impact of the transition from rate to rate to the following questions: In CN 2014-00371, Comm. Staff's Second Request, Item 56, and Comm. Staff's Third Request, Item 14; and in CN 2014-00372, Comm. Staff's Second Request, Item 66, and Comm. Staff's Third Request, Item 56.

12:01:54 PM Atty. Nguyen to Witness Conroy - POST HEARING DATA REQUEST
Note: Harward, Sonya Asking for confirmation that the deposit calculation based on twice an average monthly bill will still produce higher deposit amounts than those contained in settlement costs. (Companies can file document to confirm this.)

12:03:09 PM Vice Chairman Gardner Cross Exam of Witness Conroy
Note: Harward, Sonya Asking about companies keeping track of the low-use customers discussed in Dr. Blake's testimony.

12:04:49 PM Vice Chairman Gardner to Witness Conroy
Note: Harward, Sonya Asking about customers getting demand meters for R-TOD.

12:05:25 PM POST HEARING DATA REQUEST by Vice Chairman Gardner
Note: Harward, Sonya Provide the way in which customers will be informed about the R-TOD demand rate. (This should be provided if these cases are approved and when the companies send out this information.)

12:08:55 PM Vice Chairman Gardner to Witness Conroy
Note: Harward, Sonya Asking if the companies are trying to have one tariff that works for all commercial and industrial customers depending on load shape, or demand, etc.

12:10:56 PM Vice Chairman Gardner to Witness Conroy
Note: Harward, Sonya Asking about rates being based on usage.

12:12:18 PM Witness Conroy dismissed from the stand.

12:12:30 PM Break

12:12:38 PM Session Paused

12:22:03 PM Session Resumed

12:22:06 PM Witness Conroy recalled to the stand.

12:22:17 PM Vice Chairman Gardner Additional Cross of Witness Conroy
Note: Harward, Sonya Asking for details about rates for schools.

12:25:46 PM Witness Conroy dismissed from the stand.

12:26:13 PM Witness David Sinclair (KU/LG&E) takes the stand and is sworn in.
Note: Harward, Sonya Vice President of Energy Supply and Analysis for KU/LG&E

12:26:37 PM Atty. Riggs Direct Exam of Witness Sinclair
Note: Harward, Sonya Confirmed that his previously filed testimony is still accurate.

12:26:58 PM Vice Chairman Gardner Cross Exam of Witness Sinclair
Note: Harward, Sonya Asking about load forecast.

12:28:31 PM Vice Chairman Gardner to Witness Sinclair
Note: Harward, Sonya Referencing Witness's Direct Testimony, p. 7 in LG&E case, and p. 12 in KU case.

12:31:02 PM Vice Chairman Gardner to Witness Sinclair
Note: Harward, Sonya Asking for the companies' reserve margins.

12:33:09 PM Witness Sinclair is dismissed from the stand.

12:33:19 PM Witness Edwin Staton (KU/LG&E) takes the stand and is sworn in.
Note: Harward, Sonya Vice President of State Regulation for KU/LG&E

12:33:50 PM Atty. Riggs Direct Exam of Witness Staton
Note: Harward, Sonya Confirmed that his previously filed testimony is still accurate.

12:34:07 PM Vice Chairman Gardner Cross Exam of Witness Staton
Note: Harward, Sonya Asking about the comparison between KU/LG&E's average electrical residential rates with other IOUs across the US, from the Edison Electrical Institutes Typical Bills and Average Rate Report, regarding the companies' rates being lower than the average rate,

12:35:14 PM POST HEARING DATA REQUEST by Vice Chairman Gardner
Note: Harward, Sonya Provide information about the rate that is said to be lower than other IOUs listed in the Edison Electrical Institute's Typical Bills and Average Rate Report with regards to this comparison being based on the base rate or all-in rate?

12:35:29 PM Witness Staton is dismissed from the stand.

12:35:35 PM Witness John Malloy (KU/LG&E) takes the stand and is sworn in.
Note: Harward, Sonya Vice President of Customer Services for KU/LG&E

12:36:14 PM Atty. Riggs Direct Exam of Witness Malloy
Note: Harward, Sonya Asking Witness to discuss his background with the company.

12:37:12 PM Atty. Riggs to Witness Malloy
Note: Harward, Sonya Confirmed that his previously filed testimony is still accurate.

12:37:18 PM Atty. Dutton Cross Exam of Witness Malloy
Note: Harward, Sonya Asking questions about complaints and potential complaints.

12:39:38 PM Atty. Nguyen Cross Exam of Witness Malloy
Note: Harward, Sonya Asking about expansion of definitions in notices to customers.

12:40:16 PM Vice Chairman Gardner Cross Exam of Witness Malloy
Note: Harward, Sonya Asking if companies would be willing to schedule an IC to discuss the DSM Customer Validation Report regarding the industrial opt out.

12:41:53 PM Vice Chairman Gardner to Witness Malloy
Note: Harward, Sonya Asking Witness to file the Cadnus contract (under confidentiality) before coming in for an IC to discuss the topic.

12:44:47 PM Vice Chairman Gardner to Witness Malloy
Note: Harward, Sonya Asking about companies having considered pre-pay metering.

12:45:43 PM Atty. Sturgeon interjects comments about pre-pay metering.
Note: Harward, Sonya Company used to have pre-pay programs for many years but had agreed to a stay out as a result of a previous case, though the stay out may have expired.

12:47:03 PM Vice Chairman Gardner to Witness Malloy
Note: Harward, Sonya Asking if companies have considered retrofit rider programs.

12:48:04 PM Witness Malloy is dismissed from the stand.

12:48:10 PM Atty. Riggs Comments
Note: Harward, Sonya If no other witnesses needed for questioning, ask that the Commission swear the parties to the Settlement Agreement.

12:48:38 PM Chairman Armstrong Swears All Parties to the Settlement Agreement
Note: Harward, Sonya All parties stand and raise their right hand and swear to all statements made by Chairman Armstrong.

12:50:25 PM Responses to POST HEARING DATA REQUESTS due in 10 business days.

12:50:35 PM Atty. Barberie (LFUCG) - Comment
Note: Harward, Sonya He anticipates submitting a resolution ratifying his signature on the Settlement Agreement soon.

12:50:49 PM Hearing Adjourned

12:50:54 PM Session Paused

1:05:56 PM Session Ended



Exhibit List Report

2014-00371_2014-00372_21Apr2015

**Kentucky Utilities Co. and
Louisville Gas & Electric Co.**

Name:

Description:

Copy of Public Comment

Copy of the comments made by Kelly Downard.

PRESENTATION BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION
APRIL 21, 2015
COMMENTS OF KELLY DOWNARD, LOUISVILLE METRO COUNCIL

Good morning. I appreciate the opportunity to speak before you today. My name is Kelly Downard and I have served on the Louisville Metro Council since merger in 2003. I have served in leadership of the Budget Committee for every year since 2004, when I completed my term as President of the Louisville Metro Council. I was the sponsor, (Exhibit B), along with then President Jim King of the ordinance to approve the franchise agreement between LG&E and the Louisville Metro Council and I supported it and voted for it.

Louisville Gas & Electric Company is perceived as a good corporate citizen, supporting many local initiatives. I believe that their request for some increase in rates is not unreasonable. I also know that you and your staff thoroughly analyze these requests and almost always, if not always, make changes to these requests. And for that, and for your service, I thank you. You will hear much testimony during these hearings relating to the amount of burden these increases will have on gas and electric users. I will not steal anyone else's speeches or debate points.

I am here today to ask you to do two things: 1) Require LG&E to comply with Section 163 of the Kentucky Constitution, and 2) to rescind your previous approval to allow LG&E to pass on to users the franchise fees paid to cities, at least until they are in conformity with state law. I will keep my comments directed to the franchise agreement with Louisville Metro that I sponsored, amended and which was the legal support for the franchise fee referred to in this rate request. I am going to outline a consistent record of misrepresentation of facts by Louisville Gas and Electric. In some cases, there can be no other interpretation of statements by LG&E than the intention to mislead the public, to mislead you and to intentionally and flagrantly violate the laws and constitution of this Commonwealth.

I will first analyze the approval to pass through the franchise fee for Metro Louisville to the users.

Let's start with what you have been told.

On February 9, 2009, LG&E requested an adjustment clause titled PSC.Gas No. 9, Original Sheet No. 90.

Adjustment Clause

Franchise Fee

APPLICABILITY

All gas rate schedules.

MONTHLY CHARGE

A surcharge shall be calculated and added to the total bill for gas service for all customers located within local governmental jurisdictions which currently or in the future impose municipal franchise fees or other local taxes on the Company by ordinance, franchise, or otherwise. Such fees or taxes shall be net of any corresponding fees or taxes which are currently included in the base charges of each rate schedule.

DATE OF ISSUE: January 31, 2013

DATE EFFECTIVE: February 6, 2009

ISSUED BY: /s/ Lonnie E. Bellar, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the

Public Service Commission in Case No.

2009-00549 dated July 30, 2010

This was approved by the Public Service Commission.

I will refer to this as "the adjustment clause."

On January 8, 2015, in the LG&E response to Question 94 from the Commission Staff's Second Request for Information you were told...

Q-94 Staff stated that, per LG&E, the franchise fee for 2013 was \$587M that was not passed through but booked as an expense. Staff stated that LG&E implied there was a change after 2013 and wanted to know the amounts for 2014 and 2015 and whether the fees would be booked as an expense or passed through as a surcharge.

A-94

a) LG&E told you the change occurred at the end of 2014 with the new franchise agreement signed 8/18/14 that became effective 12/1/14. The copy of the agreement provided to the tariff branch of the PSC stamped 10/16/14 (Exhibit A) clearly shows the agreement was signed on October 1, 2014, not 8/18/14.

The response continues to state that "under the terms of the new franchise, LG&E will collect the franchise fee (2% of monthly gross receipts) from its customers in Louisville Jefferson County Metro through a line item charge on monthly bills." This is absolutely not true. I defy anyone to show anywhere in the agreement any terms that cause LG&E to collect any amounts from anyone. The significance of the change in dates from 8/18/14 to October 1, 2014 is because that time was spent by the Louisville Metro Council denying the request for data to bill this fee to customers and actually changing the agreement proffered by LG&E. The Council deleted, in total, the paragraph referring to billing of any amounts to residents of Jefferson County. Should the staff wish to see the correspondence between the Metro Council, the proper legislative body, referred to in Section 163 of the Kentucky Constitution or the County Attorney Office, I will be happy to provide such in a reasonable timeframe.

I would also be happy to have our staff provide you with video-taped copies of the actual meeting where Metro Council passed the amended franchise agreement lest there be any questions as to the legislative intent to prevent LG&E from billing the fee to the residents of the franchise area.

In the same response to Q94, LG&E stated that they paid a franchise fee of \$596,000 in 2014 and forgot to state that it was also booked as an expense.

In A94 (c), LG&E states that the projected franchise fee for 2015 will be \$4.7 million, which is also, not true. The Metro Council changed the fee from 3% of gross receipts to 2% of gross receipts in the summer of 2014. That changed the total from \$4.7 million to an estimated amount less than \$3.6 million.

Remember now, you were told that under the franchise agreement terms, LG&E would bill the fee to users, which was not true. In the summer of 2014, the Metro Council was presented with a copy of the previously mentioned adjustment clause. At the bottom of that sheet is stated "Issued by authority of an order of the Public Service Commission."

We were told that this required LG&E to pass through the fee because the Public Service Commission required it. It was not until LG&E came before our committee, and confronted with the inconsistency between a PSC requirement and the reality that LG&E never has passed through the franchise fee in Metro Louisville. We then were told, we think truthfully, that LG&E had requested and received authority for a surcharge but had simply chosen not to do so. I am sure that it had nothing to do with the fact that they had been operating without any agreement in place since the old agreement expired in 2003.

The adjustment clause approved by the Public Service Commission states "a surcharge shall be calculated and added to the bill for gas service. The word "shall," to LG&E, means maybe, but only when they choose to do so. They claim that the 2014 \$597,000 fee was not required to be a surcharge because it was de minimis, an undefined term not mentioned anywhere in any document. Let me start with the further requirement of the adjustment clause. "Such fees (being surcharged) shall be net of any corresponding fees currently included in the base charges. There's that word "shall" again.

Their answer to your staff Q-94(c), is that they intend to bill the entire new fee to customers in violation of the adjustment clause they rely on to create the surcharge. Remember, the adjustment clause stated, and I quote, "such fees or taxes shall be net of any corresponding fees or taxes which are currently included in the base charges." LG&E currently absorbs the \$597,000 franchise fee paid to Metro Louisville, as an expense in its base charges. So there was \$597,000 expense in 2014 but no expense in 2015. LG&E will profit \$597,000 by deciding that "shall" means, in this case, they must bill the total franchise fee to customers, not just the net amount allowed by the adjustment clause.

On top of this sleight of hand, LG&E, by surcharging the franchise fee, will be receiving the franchise rights in Metro Louisville for free even though the franchise agreement calls for good and valuable consideration.

The next issue is the Constitution of the Commonwealth of Kentucky. Section 163, entitled "Public Utilities must obtain franchise to use streets. This section, as you are all aware, provides that no utility may use any streets, alleys or public grounds of a city or town, without the consent of the proper legislative bodies" of such city or town being first obtained. This is not a requirement of the city but of the utility. LG&E has operated without an agreement or the consent of the "proper legislative body" in Metro Louisville for many years.

I am now going to discuss the flagrant violation of Section 163 of the Constitution in Jefferson County. As we stand here today, there are 82 suburban cities with whom LG&E does not have the consent of the proper legislative bodies. These are not small cities. There are several that, by population, are in the top 30 largest cities in the Commonwealth and three of which were incorporated before the city of Louisville. The 82 suburban cities are defined by LG&E as outside of the franchise area that is the subject of the franchise agreement with Metro Louisville. When confronted with the fact that they had no consent of the "proper legislative bodies" of these cities as demanded by the Kentucky Constitution, the LG&E reply was ...

"We have received permits for all construction activity in each city where required." As we all know, permitting is executed by the Executive Branch of government, not the "proper legislative body" demanded by the Constitution. LG&E doesn't comply with the Constitution and doesn't seem to care.

It is sad that LG&E has misled you and your staff in answering valid questions related to the franchise agreement with Metro Louisville. They stated in their response to your staff that the franchise agreement was the cause of the decision to surcharge and they told the Metro Council that it was your requirement and they had no other choice. It is sad that LG&E sought from you the adjustment clause, then chose to invent their own definition of the word "shall" to mean only when they chose to. It is sad that LG&E has told you, in their answers that although the adjustment clause clearly states that the net amount shall be surcharged, LG&E intends to surcharge the total amount. The net amount would be approximately \$3.0 million, the \$3.6 million estimate less the \$597,000 already included in the base charges of each rate schedule. It is sad that LG&E is ignoring

the Constitution of the Commonwealth of Kentucky which states that they must have consent of the proper legislative body of any city or town before utilizing any streets, alleys, etc.

I am here to ask you, as the proper regulatory body, to do the following things to force LG&E to become, for the first time, a law abiding corporate citizen.

- 1 Require them to comply with Section 163 of the Kentucky Constitution by applying for and receiving the consent of the proper legislative body of every jurisdiction required.

- 2 Rescind your adjustment clause dated July 20, 2010 until LG&E complies with the Constitution. This will prohibit them from passing on their cost to customers until they are no longer openly defiant of the law we have all sworn to protect and uphold.

EXHIBIT A

Steve L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet



David L. Armstrong
Chairman

James Gardner
Vice Chairman

Linda Breathitt
Commissioner

Commonwealth of Kentucky
Public Service Commission

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P.O. Box 615
Frankfort Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

October 09, 2014

Allyson Sturgeon
LGE and KU Energy LLC
220 West Main Street
Louisville, KY 40202

RE: Filing No. **TFS2014-00591**
Franchise Agreement with Louisville Metro Government.

Dear Allyson Sturgeon:

The above referenced filing has been received. Use the following link to access documents related to this filing.

<http://psc.ky.gov/trf/TRFListFilings.aspx?ID=TFS2014-00591>

Sincerely,

A handwritten signature in cursive script that reads "Dennis Brent Kirtley".
Dennis Brent Kirtley
Tariff Review Branch Manager

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT by and between **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT** of the Commonwealth of Kentucky (the "Louisville Metro", and **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation having a business address of 220 West Main Street, Louisville, Kentucky 40232 (the "Company"):

WHEREAS, Metro Council passed Ordinance No. 092, Series 2014, to create a franchise for the transmission, distribution and sale of gas; and

WHEREAS, the Company submitted its bid for said franchise which bid has been determined to be the highest and best bid; and

WHEREAS, Metro Council passed Ordinance 092, Series 2014 accepting the bid of the Company;

NOW, THEREFORE, for good and valuable consideration, the parties hereto, agree as follows:

Section 1. There is hereby created a franchise to acquire, lay, maintain and operate in the public streets, avenues, alleys and other public ways of Louisville Metro, but not within the jurisdiction of any other city located in Jefferson County, Kentucky (the "Franchise Area"), a system of mains, pipes, fixtures and appliances for the transmission, distribution and sale of gas for heating and other purposes, subject to all the provisions of this Franchise Agreement



Section 2. The Company shall have the right and privilege of laying and maintaining gas mains and pipes, and appurtenances necessary or appropriate in connection therewith, in, along, under and across (but not above) the said streets, and transmit, distribute and sell gas through said pipes, within the jurisdiction of Louisville Metro as they now exist or may hereafter be extended; subject to the provisions hereof, Louisville Metro regulations or laws on the use of the right of way by utilities, and to all powers (including police power) inherent in, conferred upon or reserved to said Louisville Metro.

Section 3. No pavements or sidewalks shall be disturbed and no excavation in any of the said streets will be made, except in accordance with the Louisville Metro's regulations and laws on the use of the right of way and with the written permission of the Director of Public Works and under his supervision, and such mains, pipes and appurtenances shall be located in such portion of said streets as may be designated by the Director of Public Works, using alleys as far as reasonably feasible, provided that such pavements and sidewalks and excavations shall be replaced and restored by and at the expense of the Company to Louisville Metro standards or prior condition, as required by the Director of Public Works. All such replacements shall be maintained by Company for five (5) years in as good condition as the remainder of said street.

Should the Company fail or refuse to replace or restore said pavement, sidewalk or excavation to Louisville Metro standards or condition as required by the Director of Public Works within a reasonable time, then same may be replaced and restored by the Louisville Metro under the direction of the Director of Public Works at the cost and expense of the Company. Work by the Company hereunder shall be done in a workmanlike manner and so as not to unnecessarily interfere with public use of any of said streets.



Section 4. Whenever the Louisville Metro or any of its departments or agencies shall grade, regrade, widen or alter any street or shall construct, reconstruct or alter any other municipal public works therein, it shall be the duty of the Company, when so ordered by the Louisville Metro, to changes its mains, pipes and appurtenances in the street at its own expense so as to conform to the established grade or line of such street and so as not to interfere with such municipal public works so constructed, reconstructed or altered. However, the Company shall not be required to make any such change when the street in which its facilities are located is vacated or when the street is altered for the convenience of abutting property owners or for private purposes and not as an incident to a public improvement, unless the reasonable cost of such relocation and the loss and expense resulting therefrom is first paid to the Company.

Section 5. The Company, its successors and assigns, shall indemnify Louisville Metro for any and all damage that may legally arise from the presence or operation of its gas pipes, mains or appliances so constructed or maintained on or along said public ways, and defend all actions which may be brought against said Louisville Metro by reason of or arising out of the construction or operation of said gas facilities.

Section 6. When requested to do so by Louisville Metro, Company shall make available to Louisville Metro copies of its regular monthly or annual statements, reports and records as to heat value and pressure of gas distributed pursuant to this franchise, and such other reports as Louisville Metro may reasonably request.

Louisville Metro reserves the right to make such tests of gas meters, pressure, specific gravity and heat value of the gas furnished by Company hereunder as it shall deem necessary or advisable.



The Company agrees further to furnish the Mayor, the Metro Council and the County Attorney for Jefferson County written notice, by certified mail, concurrent with its filing an application with the Public Service Commission for an increase in rates; and such notice shall specify amount and type of increase to be sought and alerting to Louisville Metro that such a filing is being made. The Company agrees to maintain "as-built" drawings of all facilities within the right-of-way, and to provide said drawings to the Director of Public Works, as requested.

Section 7. The Company agrees to continue to cooperate with state and local government low-income energy assistance efforts, including state and local government energy assistance programs, and further agrees to the continued operation of a voluntary customer check off system for customer contributions to energy assistance efforts, such as Winterhelp.

Section 8. If any street is about to be paved or repaved by Louisville Metro, the Company shall, on notice from the Director of Public Works, make any extensions of mains and pipes ahead of paving; provided that if Company deems it unnecessary to make such an extension, it may refrain from doing so, but shall thereafter be precluded for a period of five (5) years from disturbing such paving, and if Company makes any extensions of mains and pipes, including connections to property lines within such five-year period, same shall be made in the unpaved portion of the street and any connections to property lines shall be tunneled under such paving.

Section 9. The franchise hereby created is not exclusive and shall be of a term of sixteen months, effective sixty (60) days after: (1) the issuance by the Commission of all approvals and certificates required by law; and (2) the award of the franchise by Louisville Metro to the Company, unless terminated sooner under the terms of this Franchise Agreement.

Company is hereby given the right to assign the franchise created by this Ordinance to any person, firm or corporation able, ready and willing to carry out the terms of this franchise,



but shall, prior to such assignment, obtain consent from the Louisville Metro to such assignment, which consent shall not be unreasonably withheld.

Section 10. In the event that the Public Service Commission of Kentucky shall cease to have jurisdiction over Company's gas rates and service and no other regulatory authority shall have by law such jurisdiction over gas rates and service in Louisville Metro, then Metro Council shall have regulatory jurisdiction over Company's gas rates and service in the jurisdiction of Louisville Metro within the limits permitted by law and to the extent that the Public Service Commission of Kentucky presently has such jurisdiction; provided, however, Company shall have the right to seek redress in court by appeal or otherwise from any regulatory order or action of Metro Council on the ground that such order or action is unjust, unreasonable, unlawful or confiscatory.

If Metro Council acquires regulatory jurisdiction as aforesaid, the then existing rules and regulations of the Public Service Commission of Kentucky (or other regulatory authority having jurisdiction) and the rates, rules and regulations of the Company as contained in its filing with such Commission or other authority as to matters of rates and service, shall continue in effect unless and until changed, after hearing, by final order of Metro Council or of court, or unless and until changed by agreement between Louisville Metro and the Company.

In the event that the provision of gas service is deregulated by state legislation, then this franchise may be terminated upon ninety (90) days written notice by Louisville Metro to the Company if it is determined by Louisville Metro that continuation of the franchise would be unfair and unreasonable to Louisville Metro or to the customers of the utility, or upon the agreement between Louisville Metro and the Company.



Section 11. Franchise Fees. As compensation for the Franchise granted to the Company, Louisville Metro shall receive payment of a total annual fee of two (2) percent of Gross Receipts, to be collected beginning with bills rendered for the December 2014 billing cycle, and remitted monthly thereafter.

Payment of any amount due under this Franchise shall be made on a monthly basis within thirty (30) days of the end of the preceding calendar month.

The Company shall have the right to a refund from Louisville Metro of any fees paid pursuant to this section which are paid in excess of the amount due under this Franchise or are paid in excess of the amount lawfully owed. Any refund amount due to the Company shall be paid within ten (10) days following written notice to Louisville Metro by the Company.

As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs Louisville Metro incurs in the granting of this Franchise. The above-mentioned costs shall be invoiced by Louisville Metro to the Company and the Company shall pay said costs within thirty (30) days of receipt of said invoice. Gross Receipts means those amounts of money which the Company receives from its customers for the retail sale and/or transportation of gas within the Franchise Area under rates, temporary or permanent, authorized by the Kentucky Public Service Commission (the "Commission") and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Gross Receipts do not include home energy assistance funds ("HEA") or miscellaneous service charges, including but not limited to turn-ons, meter sets, non-sufficient fund charges, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

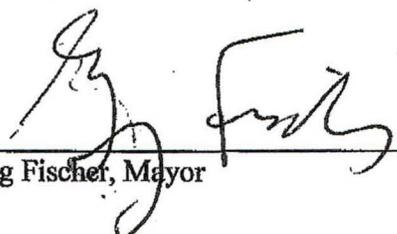


Section 12. In case the Company shall fail within thirty (30) days after this bid shall have been accepted to comply with the provisions of this Ordinance, the Director of Public Works shall again advertise such franchise for sale in the manner in which the first sale was made and shall again sell said franchise in the same manner, and upon the same conditions and requirements in all respects as the original sale of said franchise was made, and in case the successful bidder at such sale shall fail or refuse to comply with the terms of said sale within the time prescribed, then the Director of Public Works may again advertise such franchise for sale in the manner prescribed herein and may continue to do so until said franchise is purchased by some bidder who shall comply with the terms of said sale.

IN WITNESS WHEREOF, the Parties have executed this Franchise Agreement this

1 ^{October} day of ~~June~~, 2014. 

**LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT**



Greg Fischer, Mayor

**LOUISVILLE GAS AND
ELECTRIC COMPANY**

By: 

Its: John P. Malloy
VP Customer Services

TARIFF BRANCH
RECEIVED
10/6/2014
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

as

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EXHIBIT B

ORDINANCE No. _____, SERIES 2014

AN ORDINANCE AUTHORIZING LOUISVILLE METRO GOVERNMENT TO ACCEPT THE BID SUBMITTED BY LOUISVILLE GAS & ELECTRIC AND SIGN A GAS FRANCHISE AGREEMENT AS SUBMITTED.

Sponsored by: President King and Councilman Downard

WHEREAS, on June 5, 2014, Metro Council authorized Louisville Metro Government to advertise a gas franchise bid;

WHEREAS, Metro Council set the terms and conditions of the franchise bid as a sixteen month agreement and with a franchise fee of 2.0% of gross receipts; and

WHEREAS, Louisville Gas & Electric submitted a bid responsive to such terms and conditions.

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT ("METRO COUNCIL") AS FOLLOWS:

SECTION I: Louisville Metro Government advertised and received a bid from Louisville Gas & Electric Company for a gas franchise agreement.

SECTION II: Louisville Metro Council authorizes Louisville Metro Government to enter into the attached gas franchise agreement with Louisville Gas & Electric Company for a period of sixteen (16) months.

SECTION III: This Ordinance shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

Jim King
President of the Council

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